

12517
RECORDATION NO. Filed 1425

DEC 2 1980 -4 10 PM

INTERSTATE COMMERCE COMMISSION



U-337A068

No. 1 DEC 2 1980
Date
Fee \$ 50.00
ICC Washington, D. C.

November 20, 1980

Secretary of the Interstate Commerce Commission
Washington, D.C. 20423

Dear Sirs,

We have executed a loan dated November 10, 1980 in the principal amount of \$74,000.00 to:

Phil S. Hamovit
SSN# 267-10-5715
3801 Holly Dune Lane
Virginia Beach, Virginia 23451

This loan is secured by two (2) hopper cars as follows:

1. 100 ton covered hopper railcar, I.D.#MILW-102042
2. 100 ton covered hopper railcar, I.D.#MILW-102041

I have enclosed a \$50.00 filing fee and our original security agreement with two (2) copies. Thank you for your assistance in this matter.

Sincerely,

E. H. Black
Assistant Vice President

EHB/jaf

Enclosure

DEC 2 4 05 PM '80
ENCLOSURE FILES
BRANCH

Interstate Commerce Commission
Washington, D.C. 20423

12/11/80

OFFICE OF THE SECRETARY

E.H. Black
Assist VP.
Central Fidelity Bank
P.O.Box 507
Virginia Beach, Virginia 23451

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **12/2/80** at **4:10pm**, and assigned re-recording number(s). **12517**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SECURITY AGREEMENT
(Consumer Goods and Equipment)

Virginia Beach

, Virginia

November 25 1980
RECORDATION NO. Filed 1980

1980

Phil S. Hamovit

(Names of Debtors)

DEC 2 1980 -4 10 PM

("Debtor", whether one or more) hereby grants to CENTRAL FIDELITY BANK ("Bank") a security interest in the following described property (insert description):

INTERSTATE COMMERCE COMMISSION

Make	New/Used	Body Type	Year	Model	Serial Number	Motor Number

- 1 100 TON 4650 cu.' COVERED HOPPER RAIL CAR I.D. MILW-102042
2 100 TON 4650 cu.' COVERED HOPPER RAIL CAR I.D. MILW-102041

and all equipment, parts, accessions, additions and replacements thereof, now or hereafter installed in, affixed to, or used in connection with said property (collectively called the "Collateral") together with the proceeds thereof, to secure all of the following (collectively called the "Obligation"):

(a) the following notes:

	Date	Amount	Date	Amount
(i)	11-10-80	\$ 74,000.00 (PRINCIPAL)	(iii)	
(ii)			(iv)	

- (b) other indebtedness evidenced by like note(s) of Debtor to Bank, provided such note(s) shall describe this Security Agreement therein;
- (c) (Applicable to business and agricultural purpose loans only) all other liabilities of Debtor to Bank, now existing or hereafter incurred, matured or unmatured, direct or indirect, secured or unsecured, original, extended or renewed, absolute or contingent, whether originally contracted with or acquired by Bank, whether contracted by Debtor alone or jointly and/or severally with others, whether or not represented or evidenced by negotiable instruments or other writings; and
- (d) performance by Debtor of the agreements, warranties and undertakings hereinafter set forth.

DEBTOR AUTHORIZES Bank to disburse loan proceeds to:

- ☐ (a) Seller of the Collateral: \$ _____
- ☒ (b) Debtor (or one of them if more than one): \$ 74,000.00
- ☐ (c) As follows: _____

DEBTOR WARRANTS:

- (a) That Debtor is sole owner of the Collateral and there are no liens, claims, encumbrances, rights or security interests affecting the Collateral except the security interest granted hereby.
- (b) That the Collateral is in good condition and repair.
- (c) That Debtor is of legal age and has the capacity and authority to enter into this Security Agreement.
- (d) That all information supplied, and statements made by or for Debtor in any application for credit, or renewal thereof, or in any application for insurance, are true and correct; that the addresses contained herein are correct.
- (e) That the Collateral is used or bought for use primarily for: (Check applicable box)
- ☐ (1) personal, family or household purposes.
- ☐ (2) farm or primarily agricultural purposes.
- ☒ (3) business purposes.
- (f) That the Collateral will be located at:

No. and Street	City	County	State	Zip
(g) That if an individual, Debtor's home address is:				
3801 HOLLY DUNE LANE	VIRGINIA BEACH	VIRGINIA	23451	
No. and Street	City	County	State	Zip

- (h) If a corporation, partnership or proprietorship, location of Debtor's principal place of business in Virginia is _____

and has other offices located at _____

City	County	State	Zip
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- (i) ☒ That Collateral is not and will not be attached to real estate.
- ☐ That Collateral is or will be attached to real estate described as: _____ and its record owner(s) is(are): _____

DEBTOR COVENANTS AND AGREES:

- (1) That time is of the essence hereof and that Debtor will perform promptly all covenants and agreements set forth in this or any other security or loan agreement between Debtor and Bank.
- (2) That Debtor shall keep the Collateral in good condition and repair at Debtor's own expense; that any loss or destruction of the Collateral shall be at Debtor's risk and shall not release Debtor from any Obligation set forth in this Security Agreement; that Debtor will not sell or lease the Collateral or remove any equipment, parts, accessories and attachments therefrom without prior written consent of Bank, which consent need not be given, and that Debtor will not use or permit the Collateral to be used in violation of any law or regulation of any federal, state or local authority.
- (3) That Debtor will not remove the Collateral from the State of Virginia, except for temporary periods in the normal and customary use thereof, without prior written consent of Bank; that Debtor will promptly notify Bank in writing of any new place or places of business if the Collateral is used in business, or of any changes of Debtor's residence if Collateral is not used in business, and

- regardless of use, of any change in location of the Collateral; and will permit the Bank to inspect the Collateral at any reasonable time.
- (4) That, if requested by Bank, Debtor will insure the Collateral against such risks and hazards in an amount and with an insurer satisfactory to Bank and will furnish Bank with evidence of such insurance. Upon failure of Debtor to obtain or maintain such insurance, Bank may, at its option, either declare this Security Agreement and the Obligation secured hereunder in default, or, may obtain such insurance, including but not limited to Collateral Protection Physical Damage Insurance. Debtor assigns to Bank all rights to receive all proceeds of such insurance, including return or unearned premiums, and appoints Bank attorney-in-fact to (1) hold original insurance policy, (2) cancel and give notice of cancellation of such policy, (3) make claim for any monies which may become payable under such and other insurance on the Collateral, including return or unearned premiums, and (4) endorse Debtor's names to checks and drafts received in payment of claims or return or unearned premiums and apply such funds to the Obligation secured hereunder. The cost of any such insurance shall become part of the Obligation secured hereunder.
- (5) That Debtor will pay all taxes and assessments of any kind whatsoever on the Collateral; will not permit any liens or security interests to attach to any of the Collateral except that created by this Security Agreement; nor permit any of the Collateral to be levied upon or seized under any legal process; nor permit anything to be done that may impair the security intended to be afforded by this Security Agreement; and will promptly pay on demand all expenses and costs, including reasonable attorney's fees (25% if permitted by law), incurred by Bank in exercising or protecting its rights, interest and remedies granted hereunder or pursuant to applicable law.
- (6) That, if required by Bank, Debtor shall make and execute application for a certificate of title showing the name of Bank as secured party thereon and will sign such Financing Statements or other statements, in form satisfactory to Bank, which Bank may at any time desire to file or use in order to perfect its security interest in any Collateral for the Obligation and will reimburse Bank for the costs of filing the same; that Debtor will execute and deliver to Bank any instrument, document, assignment or writing which may be necessary or convenient to Bank to carry out the terms of this Security Agreement, to perfect its security interest in the Collateral and proceeds thereof. Upon satisfaction of all obligations secured hereby, Debtor will pay the costs of releasing any record notices of the liens created pursuant to this Security Agreement.
- (7) That, if at any time in the sole opinion of Bank, the Collateral shall become inadequate security for the Obligation, Debtor agrees to deposit with or pledge to Bank such additional security as Bank may require to render the Collateral adequate.
- (8) That unless Debtor has represented above that the Collateral will be attached to realty as a fixture, and the real property is described herein, Debtor will not allow the Collateral to be attached to real estate in such manner as to become a fixture or a part of any real estate. In the event that Debtor has represented above that the collateral is or will be attached to real estate, Debtor will, on demand, obtain a waiver or disclaimer in favor of Bank in a form satisfactory to the Bank, signed by all persons having an interest in the real estate which is superior to Bank's security interest.
- (9) That the law governing this secured transaction shall be that of the State of Virginia.

DEFAULT: Debtor shall be in default upon the occurrence of any one or more of the following:

- (a) Occurrence of an event of default under the terms of any Obligation secured hereunder.
- (b) Failure to observe or perform any of Debtor's other agreements or undertakings contained herein.
- (c) If any warranty or statement by Debtor herein or in connection herewith is false or misleading in any material respect.
- (d) Death, dissolution, termination of existence, insolvency, business failure of any Debtor or any person liable on any Obligation secured hereby, appointment of a receiver for any part of any property of, assignment for the benefit of creditors, or commencement of any proceeding under any bankruptcy laws by or against any Debtor or any person liable on any Obligation secured hereby.

REMEDIES: In the event of default or if Bank, in good faith, deems itself insecure, or believes the Collateral to be inadequate security, or its prospect of payment or Debtor's performance hereunder to be impaired, Bank shall have a right to elect the following remedies, which shall be cumulative:

- (1) Declare all Obligations secured hereby to be immediately due and payable in full;
- (2) Enter any premises and without breach of peace take possession of the Collateral;
- (3) Exercise any and all of the rights of a secured party under the Uniform Commercial Code;
- (4) Require Debtor to assemble and make Collateral available to Bank at a time and place designated by Bank, which is reasonably convenient to Bank and Debtor;
- (5) Set off any Obligation secured hereunder against any amounts owing to Debtor by virtue of any account, checking, saving, or otherwise, which Debtor may have with Bank.
- (6) Enforce any remedy under the terms of any Obligation secured hereunder.
- (7) Exercise any and all other remedies permitted to a lien creditor or secured party or otherwise by law.

No waiver of default shall affect any later default. Should any part of this Security Agreement be adjudged invalid, the remainder thereby will remain in full force and effect. Any notice to Debtor required by the Uniform Commercial Code shall be deemed to have been given by mailing such notice at least five (5) days before the event, if any, which is the subject of the notice, to Debtor's address then shown on Bank's records which shall constitute reasonable notice to Debtor.

PRIVACY ACT: Debtor hereby consents that prior to payment in full hereunder any governmental agency is authorized to release to Bank the current home and office addresses and telephone numbers of Debtor.

This Security Agreement constitutes the entire agreement between the parties and no waiver or modification of its terms and conditions shall be valid unless written upon or attached to this Security Agreement and signed by the parties.

WITNESS the following signatures and seals.

Debtor  (Seal)	Firm Name _____
Debtor _____ (Seal)	By (Proprietor) _____ (Seal)
Corporate Name _____	Partnership Name _____
By (Name & Title) _____ (Seal)	By Partner _____ (Seal)
By (Name & Title) _____ (Seal)	By Partner _____ (Seal)

HYPOTHECATION

In order to induce Bank to extend credit or other financial obligation to _____ ("Debtor", whether one or more) and in consideration thereof, the undersigned ("Obligor" whether one or more) hereby consents to pledge and/or to deliver to Bank the property described in the Security Agreement herein above (the "Collateral"), owned by Obligor, and agrees that the Collateral when so pledged and/or delivered shall be collateral to serve any and all Obligations of Debtor to Bank, upon any terms and conditions whatsoever and with the same force and effect as if the Collateral were owned by Debtor. Obligor specifically agrees to the terms, conditions and warranties stated in the Security Agreement herein and hereby waives notice of making, renewing, or extending of any loan or financial accommodation to Debtor or any modification or change in any note, contract or agreement with respect thereto. In dealing with the Collateral, Bank shall have all rights and remedies granted hereunder, under the Uniform Commercial Code or other applicable law. This agreement shall be binding upon Obligor, and the heirs, personal representatives, successors and assigns of the Obligor and shall inure to the benefit of Bank, its successors and assigns.

Obligor _____ (Seal)	Firm Name _____
Obligor _____ (Seal)	By (Proprietor) _____ (Seal)
Corporate Name _____	Partnership Name _____
By (Name & Title) _____ (Seal)	By Partner _____ (Seal)